granted by the Commission on the basis of space exhaustion[136] or state policy grounds.[137] State-based exemption requests were to be submitted by the date for filing the interstate expanded interconnection tariffs required by the Expanded Interconnection Order. After the filing of these tariffs, exemption requests based on state policy grounds were no longer permitted to be filed.[138]

59. GTE's tariff contains a provision permitting it to exempt itself from the provision of physical collocation, for state policy reasons, on an ongoing basis, without requesting an exemption from, and being granted an exemption by, the Commission. This provision violates the requirements of the Expanded Interconnection Order. Accordingly, GTE, and any other carrier with a similar provision, is required to delete this provision from its tariff. At most, a carrier can state in its tariff that physical collocation will not be provided in states for which the Commission has granted its state policy exemption requests.

60. The Expanded Interconnection Order also requires that general terms and conditions for physical collocation be tariffed, and that the cross-connect element and any future contribution charge be provided pursuant to generally available tariffs at study area-wide averaged rates.[139] The Expanded Interconnection Order states that since these elements will be fairly standard, there is no need for the greater flexibility that is possible with use of individually negotiated tariff provisions.[140] In addition, the Expanded Interconnection Order states that while charges for certain other connection elements may reasonably differ by central office due to variations in cost, they should be uniform for all interconnectors in each individual office. For physical collocation, these charges include central office floor space rental; labor and materials charges for initial preparation of office space; power, environmental conditioning, and use of riser and conduit space.[141] Thus, the Expanded Interconnection Order states that if different physical interconnection arrangements require different amounts of time to construct, the buildout fee charged to the interconnectors could be different, provided the hourly labor charges for each type of

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[136] Id. at 7390-91, 7407-08, 7408 n.191.The Exemption Order rules on the LECs' space exemption requests and requires the filing of physical collocation tariffs where such requests have been denied.

[137] Id. at 7391. The Exemption Order rules on the LECs' state policy exemption requests and requires the filing of physical collocation tariffs where such requests have been denied.

[138] Id.

[139] The Expanded Interconnection Order found that a contribution charge was not warranted at this time. Expanded Interconnection Order, 7 FCC Rcd at 7436-39 (finding that correcting underallocation of general support facilities to common line would remedy the only grounds for a contribution charge identified in the record). See also GSF Order, supra, note 114.

[140] Expanded Interconnection Order, 7 FCC Rcd at 7442.

[141] Id.

worker are uniform.[142] In short, the Expanded Interconnection Order permits uniform per unit pricing for some physical collocation rate elements, but does not permit ICB pricing for physical collocation rate elements.

61. Lincoln,[143] Centel, Bell Atlantic, and US West tariff some, and in some cases virtually all, of their physical collocation rate elements on an ICB basis. Accordingly, these LECs, and any other LEC who has tariffed physical collocation rate elements as an ICB, are ordered to delete references to ICB charges from their physical collocation tariffs and tariff either specific rates or time and materials charges for those rate elements.

2. Virtual Collocation

62. Pleadings. Ad Hoc and MCI assert that the Expanded Interconnection Order mandates that all LECs must tariff virtual collocation offerings, both as an option to physical collocation which the interconnector may select at its discretion, and as a mandatory alternative where physical collocation is legitimately unavailable.[144] They contend that the LECs are not permitted to refuse to provide virtual collocation in central offices where they provide physical collocation. They also assert that the LECs must file tariffs specifying rates, terms, and conditions of virtual collocation, and may not merely state that virtual collocation is available pursuant to ICB prices reached through negotiations.[145] Ad Hoc and MCI thus assert that the tariffs of several LECs -- including Bell Atlantic, BellSouth, NYNEX, SWB, US West, Pacific, Nevada, and SNET -- are too restrictive because they only offer virtual collocation in offices where space has been exhausted or where they have requested exemptions based on state policy.[146]

63. Sprint asserts that the Expanded Interconnection Order states that virtual collocation must be provided where space for physical collocation is exhausted. Sprint therefore argues that US West's provision that virtual collocation may be available upon space exhaustion in a given central office contradicts this requirement and must be removed.[147] Sprint also argues that when ICBs are negotiated for virtual collocation arrangements, not only the agreement, but the name of the customer and the location of the virtual interconnection, should be tariffed. Sprint claims that there is precedent for

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[142] Similarly, buildout charges paid by interconnectors would vary based on the type and quantity of materials used.

[143] We consider Lincoln to have an ICB rate because its Application Fee of $7,500 will be adjusted to reflect the actual cost of the service preparation and cable installation.

[144] Ad Hoc Petition at 42-46; MCI Petition at 4-5. See also WilTel Petition at 1-3 ("acknowledging" that the Expanded Interconnection Order is ambiguous on this requirement).

[145] Ad Hoc Petition at 42-46; MCI Petition at 4-5; Teleport Petition at App. A Item 3.

[146] Ad Hoc Petition at 42-43; MCI Petition at 5.

[147] Sprint Petition at 14-15.

provision of the customer name for ICBs for special access service, and that this is necessary to avoid any potential anticompetitive pricing among the various interconnectors.[148]

64. The responding LECs dispute petitioners' allegations. BellSouth asserts that the Commission's requirements concerning filing virtual collocation offerings and providing collocators with a choice of either physical or virtual collocation are unclear.[149] Other LECs assert that they are not required to: offer virtual collocation at the interconnector's option;[150] provide virtual collocation where physical collocation is available;[151] or tariff virtual collocation until they receive a bona fide request.[152] They assert that the Expanded Interconnection Order says only that the LEC and the interconnector are free to negotiate virtual arrangements if they are preferable to both parties, so long as they are tariffed and made generally available.[153] SWB states that if negotiation of a virtual collocation agreement results in the development of ICB rates and charges, then a case filing must be made in the tariff. SWB argues that if such a filing is mandated, it should be allowed to recover the $490 filing fee associated with such a filing and that other filings should not be mandated.[154]

65. In addition, several petitioners argue that the LECs have made excessive use of ICB pricing in their virtual collocation tariffs[155] and that this is contrary to the Commission's intent in the Expanded Interconnection Order. Ad Hoc, MFS, MCI, ALTS, and WilTel argue that the LECs are required to file tariffed rates for all standard elements of virtual collocation. They further contend that the LECs are only permitted to engage in individual case basis negotiations with respect to equipment, and that the

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[148] Id. at 15-16.

[149] BellSouth Reply at 36-37.

[150] Lincoln Reply at 2 (citing Expanded Interconnection Order, 7 FCC Rcd at 7396); SNET Reply at 1-2.

[151] Lincoln Reply at 2; Nevada Reply at 3 (citing Expanded Interconnection Order, 7 FCC Rcd at 7390); United/Centel Reply at 3-4 (citing same); Pacific Reply at 29-30. Bell Atlantic asserts that this is a policy matter that is outside the scope of this proceeding. Bell Atlantic Reply at App. A Item 26.

[152] Lincoln Reply at 3-4 (citing Expanded Interconnection Order, 7 FCC Rcd at 7489-90, and Expanded Interconnection with Local Telephone Company Facilities, CC Docket No. 91-141, 8 FCC Rcd 127, 128-29 (1993).

[153] Nevada Reply at 3 (citing Expanded Interconnection Order, 7 FCC Rcd at 7390); SNET Reply at 2 (citing same); SWB Reply at 33-34; US West Reply at 53-55; CBT Reply at 2-4.

[154] SWB Reply at 30.

[155] MCI claims that these LECs are: NYNEX, Lincoln, Rochester, Cincinnati, Nevada, Pacific, SWB, US West, BellSouth, GTOC, GSTC, SNET, United, and Centel. MCI Petition at 8 n.14.

terms of such ICB arrangements must then be filed under tariff and made available to similarly situated customers.[156]

66. MFS and MCI assert that the extensive use of ICB pricing poses the threat of discriminatory pricing or excessive rates.[157] MFS contends that this could cause extensive ad hoc litigation of individual rate proposals.[158] MFS also asserts that ICB pricing is being used by the LECs to disguise excessive and unreasonable rates. To illustrate, MFS claims that Bell Atlantic's tariff proposes to price the costs of training Bell Atlantic personnel to work on a virtually collocated interconnector's equipment as an ICB, but in its interim collocation tariff, Bell Atlantic identifies training costs of $28,000 per collocation arrangement.[159] MCI asserts that extensive use of ICB pricing inhibits the availability of rate information for interconnectors. MCI argues that this will dampen competition by making the financial decision-making process of collocation more difficult.[160]

67. MFS urges the Commission to require the LECs to file supplemental materials, and to allow interested parties to submit additional comments on those materials on an expedited basis.[161] MCI requests that these LECs be required to amend their tariffs to specify, at minimum, the following rate elements: cross-connect, floor space rental, entrance and riser fees for cables, splicing and testing fees, cable pulling fees, order and design charges, and any standard labor and material rates that might be used for specializing any virtual arrangements.[162]

68. Most of the responding LECs assert that: the Expanded Interconnection Order does not require them to tariff rates for virtual collocation;[163] that ICB pricing is justified;[164] and that there is no potential for discriminatory pricing of virtual collocation

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156 MFS Petition at 31-32; WilTel Petition at 1-6; MCI Petition at 5-6, 8-9; Ad Hoc Petition at 43-44; WilTel Petition (Bell Atlantic) at 1-3; ALTS Petition at 15.

157 MFS Petition at 32; MCI Petition at 6-7.

158 Id.

159 MFS Petition at 32.

160 MCI Petition at 6.

161 MFS Petition at 32.

162 MCI Petition at 8. MCI states that it although the use of floor space might be minimal under virtual collocation, it still believes a standard tariff charge is appropriate. Id. at n.13.

163 Lincoln Reply at 2.

164 Bell Atlantic Reply at App. A Item 18; Pacific Reply at 30-31. Bell Atlantic replies that it used ICB pricing for training its employees on the use of virtually collocated equipment because the amount and cost could vary widely depending on the type of equipment installed, the familiarity of Bell Atlantic's employees with such equipment, the price the vendor charges

service because they are required to tariff each arrangement.[165] Some say they would be willing to tariff most rates, terms, and conditions for virtual collocation. For example, BellSouth asserts it is prepared to file with the Commission a virtual collocation arrangement which would include all relevant terms, conditions and charges for virtual collocation except for those associated with obtaining and installing customer selected central office equipment. It states it would negotiate the charges, including training costs to be borne by the interconnector, then file them in the tariff.[166]

69. United and Centel contend that they have included ICB prices for all but the cross-connect element and the application fee for virtual collocation. They assert that included in their equipment ICB rate element price would be costs for floor space, cable, and labor. United and Centel assert that they do not object to disaggregating the equipment ICB into various components that reflect the same charge as physical collocation for floor space rental, labor, and cable space. They claim that disaggregating the ICB rate element in this manner would leave equipment costs as their sole ICB item. United and Centel assert that even MCI acknowledges that the use of floor space might be minimal under virtual collocation, and thus the benefits from removing this item from the ICB price will be minimal, if any.[167] SWB states that Section 25 of its tariff provides for both physical and virtual collocation, and that users should assume that rate elements not specifically designated as applying only to physical collocation may apply to virtual collocation as well.[168] GTE argues that its tariff identifies terms and conditions that apply to virtual arrangements, and that rates would be developed on a case-by-case basis. Once developed, GTE states, all customers using virtual in a particular office would pay those rates.[169]

70. Discussion. The Expanded Interconnection Order requires that virtual collocation tariffs be filed in four instances: in all study areas where virtual collocation is available on an intrastate basis;[170] throughout all study areas where a LEC has negotiated an interstate virtual collocation arrangement;[171] and, as noted supra, in those central offices that are exempted from physical collocation on the bases of space

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for the training, whether the CAP can or will train Bell Atlantic's employees, and the number of training hours. Bell Atlantic Reply at App. A Item 18.

[165] Lincoln Reply at 2-3.

[166] BellSouth Reply at 36-37.

[167] United/Centel Reply at 2-3.

[168] SWB Reply at 33.

[169] GTE Reply at 23-24.

[170] Expanded Interconnection Order, 7 FCC Rcd at 7490.

[171] Id.

exhaustion[172] or state policy.[173] The Expanded Interconnection Order specifically notes that these requirements might result in a LEC being required to offer both physical and virtual collocation in some offices, but states that the public interest benefits make this a beneficial result.[174] Further, while the Expanded Interconnection Order only mandates the provision of virtual collocation service under these four circumstances, it does not contemplate exempting LECs from providing virtual collocation in those mandated circumstances.[175] The Expanded Interconnection Order requires that specific rates, terms, and conditions for virtual collocation be tariffed and generally available, with the exception of equipment dedicated to a virtual collocator's use. The rates, terms, and conditions of such equipment's provision may be individually negotiated, so long as they are subsequently tariffed and made generally available.[176] Finally, the Expanded Interconnection Order permits individually negotiated virtual arrangements anytime they are preferable to physical collocation from the point of view of both parties.[177] Once negotiated, however, they must be tariffed and made generally available.[178]

71. Pursuant to the Expanded Interconnection Order, a number of LECs are required to file virtual collocation tariffs. Several of those LECs, however, did not. Pacific should have tariffed virtual collocation because it has an intrastate virtual collocation arrangement. Accordingly, Pacific is required to file a tariff offering virtual collocation to the same extent that it has tariffed physical collocation.[179] BellSouth, GTE, United, CBT, and Centel should have filed virtual collocation tariffs because they requested exemptions from the Expanded Interconnection Order's physical collocation requirements on the basis of state policy and/or space exhaustion grounds. In the Exemption Order, we require these five LECs to file virtual collocation tariffs for those offices or states for which exemptions have been granted. The tariffs filed by these six LECs must specify the rates, terms, and conditions on which they will offer virtual

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[172] Id. at 7390, 7407-08.

[173] Id. at 7391. The Expanded Interconnection Order states that state-based exemption requests are to be accompanied by the virtual collocation tariffs that the LEC would implement should its state exemption request be granted. Id. at 7491.

[174] Expanded Interconnection Order, 7 FCC Rcd at 605.

[175] Rules may be waived, however, if there is "good cause" to do so. See Section 1.3 of the Commission's Rules, 47 C.F.R. § 1.3. The Commission may exercise its discretion to waive a rule where particular facts would make strict compliance inconsistent with the public interest. WAIT Radio v. FCC, 418 F.2d 1153, 1159 (D.C. Cir. 1969; Northeast Cellular Telephone Co. v. FCC, 897 F.2d 1164, 1166 (D.C. Cir. 1990). In the Exemption Order, we grant some waivers of the Commission's virtual collocation requirement.

[176] Expanded Interconnection Order, 7 FCC Rcd at 7442-43.

[177] Id. at 7390.

[178] Id. at 7490.

[179] Expanded Interconnection Modification Order, supra, note 2.

collocation, and must not contain any reference to ICB pricing, except for the equipment dedicated to the virtual collocator.

72. Of the carriers that were required to and did file virtual collocation tariffs, Bell Atlantic and US West include ICB rates for items other than equipment dedicated to the virtual collocator. Accordingly, these LECs are ordered to delete any references to ICB pricing, with the exception of the equipment dedicated to the virtual collocator, and replace them either with specific rates or time and materials charges.

73. In addition, some LECs who are not yet required to file virtual collocation tariffs nonetheless stated in their tariffs that they would offer virtual collocation upon bona fide request or on an ICB basis. As noted supra, under the Expanded Interconnection Order, a LEC always has the option of providing virtual collocation in addition to physical collocation.[180] Thus, we will permit LECs who are not yet required to file virtual collocation tariffs, to tariff an offer to file such tariffs upon bona fide request. Once a virtual collocation agreement is negotiated, however, it must be tariffed and made generally available pursuant to the Expanded Interconnection Order. Finally, any virtual collocation tariff which a LEC is required to file at a later date, for the reasons noted in the Expanded Interconnection Order, must specify the rates, terms, and conditions on which the LEC will offer virtual collocation, and must not contain any reference to ICB pricing, except for the equipment dedicated to the virtual collocator.

74. Finally, US West's tariff contains two provisions conditioning its offering of virtual collocation on the availability of space and facilities. The Expanded Interconnection Order did not contemplate LECs' being exempted from the provision of virtual collocation. Accordingly, such provisions are not acceptable. Rather, the appropriate procedural vehicle is for a LEC to request a waiver of the Expanded Interconnection Order's virtual collocation requirements on the grounds of space exhaustion if and when warranted.[181] Accordingly, US West is required to delete from its tariff the provisions conditioning its offering of virtual collocation on the availability of space and facilities.

3. Microwave Collocation

75. Pleadings. ALTS asserts that the majority of LECs have not tariffed rates, or all relevant terms and conditions, applicable to microwave collocation in direct contradiction to the Expanded Interconnection Order.[182] ALTS argues that the LECs should be required to file supplemental tariff provisions governing microwave collocation

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[180] Expanded Interconnection Order, 7 FCC Rcd at 7390. A LEC is always free to negotiate, and then tariff and make generally available, a virtual collocation arrangement with an interested interconnector. Such tariffs, by definition, would include all rates, terms, and conditions.

[181] In the Exemption Order, we grant US West a waiver of the virtual collocation requirement for one central office.

[182] ALTS Petition at 17 (citing Expanded Interconnection Order, 7 FCC Rcd at 7416).

on a highly expedited schedule with an opportunity for comment by interested parties.[183] PUCO also asserts that tariffs of GTE, CBT, and Ameritech are deficient because they fail to provide tariff provisions for microwave facilities except upon bona fide request and then only on an ICB basis.[184]

76. BellSouth asserts that all its expanded interconnection provisions pertain to microwave collocation, although its tariff indicates that additional terms and conditions may also apply.[185] Rochester responds that claims that it must tariff microwave collocation now are incorrect.[186] SWB contends that the Expanded Interconnection Order requires microwave transmission facilities to be tariffed only where reasonably feasible.[187] CBT, GTE, Bell Atlantic, Rochester, and others assert that they will tariff microwave interconnection upon bona fide request.[188]

77. Bell Atlantic, BellSouth, and SWB argue that the technical feasibility of interconnecting microwave facilities is costly and case-specific, and the factors involved are much more complex and variable than those involving fiber collocation, so that microwave interconnection can only be tariffed on an individual case basis.[189] NYNEX replies that it plans to price the NRCs for the provision of microwave antenna support structures and associated transmitter/receiver space on an ICB basis because the costs vary greatly depending on the specific customer's needs.[190] Ameritech claims the Expanded Interconnection Order allows LECs to offer microwave interconnection on an ICB basis, so no tariff is required. It asserts, however, that it will tariff different aspects of microwave interconnection as it gains experience in offering microwave interconnection.[191]

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[183] Id.

[184] PUCO Petition at 6-7.

[185] Bellsouth Reply at 37-38.

[186] Rochester Petition at 3-4 (citing Expanded Interconnection Order, 7 FCC Rcd at 7489-90; and Expanded Interconnection Modification Order, 8 FCC Rcd at 128-29.

[187] SWB Reply at 43.

[188] GTE Reply at 22-23; CBT Reply at 5-6; Bell Atlantic Reply at App. A Item 22; Rochester Reply at 4.

[189] BellSouth Reply at 37-38; SWB Reply at 43; Bell Atlantic Reply at App. A Item 22.

[190] NYNEX Reply at 9 n.18.

[191] Ameritech Reply at 40.

78. Discussion. The Expanded Interconnection Order requires that microwave interconnection (physical and virtual) be offered where reasonably feasible. The Expanded Interconnection Order also states that, inter alia, the tariffing, rate structure, and pricing rules adopted therein will generally apply to microwave interconnection.[192] Except for NYNEX, Centel, US West, and United, microwave tariffs are limited to statements that the LECs will offer microwave collocation as an ICB. However, NYNEX tariffs NRCs for provision of antenna support structures and associated transmitter/receiver space as an ICB offering, and US West has only tariffed one element, a quotation preparation fee, the level of which is being contested as too high.

79. We are persuaded by the record in this tariff proceeding that microwave interconnection is sufficiently interconnector-specific to warrant tariffing as an ICB offering. LEC arguments that microwave interconnection does not readily lend itself to uniform tariff arrangements are not contested by interconnectors. Of equal significance, many LECs have tariffed a provision requiring them to provide microwave collocation upon bona fide request, as an ICB. We will grant a blanket waiver of the tariffing requirements for microwave collocation contained in the Expanded Interconnection Order, pending reconsideration of the rulemaking,[193] to permit tariffing on an ICB basis in response to bona fide requests. Any LEC that has not yet done so is required to tariff an offer to provide microwave interconnection where reasonably feasible upon bona fide request, and to tariff any individually negotiated agreements and make them generally available in that office.

D. Terms and Conditions

1. Collocation in Leased Offices

80. Pleadings. Ad Hoc argues that US West's blanket provision that expanded interconnection will not be available where its central office space is leased from a third party, without any showing that collocation would violate specific lease terms, could wholly defeat the Expanded Interconnection Order to the extent that central offices are leased by the LECs.[194] TDL and ALTS also object to this provision of US West's tariff. They argue that interconnection facilities should be provided by US West if potential interconnectors obtain sublease consent from lessors, and that US West should not be allowed to prevent or obstruct such sublease arrangements.[195] TDL also claims that US West has entered into leaseback arrangements to thwart the purposes of expanded interconnection,[196] while ALTS expresses concern that this provision would permit a LEC

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[192] Expanded Interconnection Order, 7 FCC Rcd at 7416.

[193] GTE and USTA have raised this issue in their petitions for reconsideration of the Expanded Interconnection Order.

[194] Ad Hoc Petition at 29 n.62.

[195] TDL Petition at 6-7; ALTS Petition at App. D p.5.

[196] TDL Petition at 6-7.

to transfer its central office properties to an affiliate for this purpose.[197]

81. US West responds that it should not be required to seek permission from parties from whom it rents central office space to allow collocation at those central offices. US West argues that most lessors would be reluctant to allow subleasing. In addition, US West maintains that lessors would usually require interconnectors to comply with the terms of US West's lease, which may not be consistent with US West's expanded interconnection tariff.[198] US West also argues that the lessor might require additional maintenance or security arrangements, or restrict hours of access.[199] US West contends that some lessors might require US West to remain liable for any lease violations.[200] Finally, US West argues that interconnectors could approach lessors directly to lease central office space, but this would not fall within the definition of physical collocation.[201]

82. Ameritech claims that it does not have a blanket prohibition on collocation requests for leased space; rather, its tariff states that requests under those circumstances are subject to review and approval of the landlord. It asserts it will use its best efforts to obtain permission from the landlord to allow collocation.[202]

83. Discussion. US West states in its tariff that collocation will not be provided in leased central office space; NYNEX and Bell Atlantic state that collocation, and Ameritech states that physical collocation, in leased central offices is subject to landlord approval.[203] The Expanded Interconnection Order, however, does not provide for exemption from the requirement to provide physical collocation merely because a central office is leased, rather than owned, by a LEC. The provision of floor space for physical collocation is part of the provision of a communications service, not a sublease of space in the traditional sense. Because these tariff provisions violate the Expanded Interconnection Order, these LECs are required to delete such provisions from their tariffs.

84. We will, however, consider requests for waiver of the Expanded Interconnection Order's requirement to provide physical collocation if an office is leased by a LEC under certain circumstances. Such waivers will be granted for offices leased

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197 ALTS Petition at App. D p.5.

198 US West Reply at 21-22.

199 Id. at 22-23.

200 Id. at 23.

201 Id. at 23-24.

202 Ameritech Reply at 37.

203 US West, NYNEX, and Bell Atlantic do not specify whether they are referring to physical collocation only or both physical and virtual collocation.

on or prior to the release date of the Expanded Interconnection Order only if the LEC can prove it made a good faith effort to secure the landlord's agreement and meets all other standards for grant of waiver. For offices leased subsequent to the Expanded Interconnection Order's release date, after which the LECs were on notice that expanded interconnection was required, we will grant waivers only in the most extraordinary circumstances. A related ground for waiver, regardless of when the lease was signed, is if the office is leased from a U.S. government agency and that agency does not consent to provision of physical collocation. Should we grant a waiver request, the LEC will be required to provide virtual collocation in the leased office. Waiver requests will be denied absent truly extraordinary circumstances where a LEC leases offices from a corporate affiliate of any kind, another LEC, or another LEC's corporate affiliate, regardless of when the lease was signed. Requests to waive the provision of virtual collocation in leased offices will be granted on the same basis as requests to waive provision of virtual collocation in owned offices, i.e., only if the LEC has proven that there is insufficient space to provide virtual collocation.[204] Waiver of virtual collocation is not justifiable on the ground that the office is leased by the LEC because virtual collocation does not require permitting third-party access to LEC premises.

2. References to Outside Agreements

85. Pleadings. Ad Hoc and MFS object to the provisions in the tariffs of Pacific, Ameritech, Centel, and other LECs requiring interconnectors to enter into separate contracts or licensing agreements as a prerequisite to physical collocation. They argue that these arrangements would result in terms and conditions of service not being provided under tariff as required by the Commission,[205] and present potential for ambiguity and conflict between tariff terms and contract provisions.[206]

86. Pacific defends its practice of requiring a non-tariffed Collocation License Agreement that in part operates to govern the occupation of space by the collocator. According to Pacific, the agreement contains provisions related to the occupancy of real estate, permits state judicial procedures to be used to evict a former interconnection customer, and defines the relationship between interconnectors and Pacific if the expanded interconnection requirements are overturned on appeal. Pacific further argues the agreement is part of the public record.[207]

87. Nevada claims Ad Hoc's objection to its license agreement is unfounded.[208] It claims its license agreement is a commercial real estate agreement consisting of standard terms and conditions governing the parties' duties. It asserts that the Expanded

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[204] See Section III.C.2., supra.

[205] Ad Hoc Petition at 41-42; MFS Petition at 45.

[206] Ad Hoc Petition at 42.

[207] Pacific Reply at 32.

[208] Nevada Reply at 12.

Interconnection Order does not forbid a LEC from entering into a commercial agreement with a customer that is consistent with terms in a tariff. It contends that the terms of the license agreement are consistent with the terms found in Section 18 of its expanded interconnection tariff. Further, it adds, customers ordering special construction arrangements under Section 12 of its tariff also enter into detailed contracts covering new construction.[209]

88. United and Centel similarly object to the MFS and Ad Hoc opposition to the use of landlord-tenant agreements.[210] They assert that Centel's Standard Agreement contains items that are consistent with normal landlord-tenant relationships, such as access to restroom facilities, use of keys, and cleanliness of collocation space. They claim the agreement is used to avoid placing items in the tariff that are not central to providing expanded interconnection service. They offer to provide the Commission with access to those contracts if requested.[211]

89. Discussion. United and Centel reference outside agreements in their tariffs. US West's tariff refers to the potential to bind collocators to as yet nonexistent outside agreements pertaining to cable, equipment, and construction standards. Pacific and Nevada have filed tariff revisions deleting references to outside agreements from their tariffs. Section 61.74 prohibits carriers from referencing outside agreements in their tariffs without special permission. No LEC has requested such a waiver and we decline to grant special permission for any LEC to reference an outside agreement. To ensure certainty concerning the terms for expanded interconnection, and even-handed treatment of all interconnectors, collocation is to be governed by the four corners of the tariff. Accordingly, United, Centel, US West, and any other carriers that reference outside agreements in their tariffs, are required to delete any references to outside agreements from their tariffs.

3. Entry Points

90. Pleadings. Sprint asserts that the offering of two entry points to a single central office is critical to ensuring that the interconnector can provide its customers with immediate restoration of service in the event of a fiber cut or other occurrence that would interrupt service. Sprint notes that some, but not all, LECs have tariffed two entry points, and that the Commission should require those LECs that have not done so to tariff two entry points where available.[212] SWB responds that it does not object to Sprint placing fiber in two different entrances into its space provided Sprint provides the cable and pays for any extraordinary costs that occur.[213]

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[209] Id. at 12-13.

[210] United/Centel Rely at 23-25.

[211] Id.

[212] Sprint Petition at 18.

[213] SWB Reply at 45.

91. Discussion. The Expanded Interconnection Order requires LECs to provide at least two separate points of entry to a central office where, and only where, there are least two entry points for LEC cable.[214] The Expanded Interconnection Order also states that a LEC need not offer more than two entry points for interconnectors even if it has additional points for its own facilities.[215] All the LECs now tariff the availability of two entry points in such circumstances. GTE has tariffed the availability of two entry points except where one of the two entry points is at capacity, in which case an interconnector would only be entitled to one entry point. The Expanded Interconnection Order does not address such instances. However, we find that, where a LEC has two or more entry points, and all but one are at capacity, it would be unreasonable to require the LEC to rearrange its facilities to permit an interconnector access to two entry points until we have had an opportunity to consider this issue on reconsideration. Therefore, we will grant a blanket waiver, pending reconsideration of the rulemaking,[216] for any central office where such circumstances exist, so that a LEC is permitted to provide only one entry point.

4. Collocated Equipment

92. Pleadings. MFS asserts that Ameritech, Bell Atlantic, GTE, and US West appear to exclude digital access and cross-connect systems (DACS) from the approved equipment that can be used in the customer's interconnection space. While MFS acknowledges that the Expanded Interconnection Order requires CAPs to use a DS1 or DS3 for interconnection with the LEC network, it argues that there is no technical reason for LECs to specifically exclude equipment such as DACS that does not affect the form of interconnection but allows the network to be used for maximum efficiency.[217] Ad Hoc and Teleport contend that the provisions in the tariffs of NYNEX, Ameritech, Pacific, BellSouth, Bell Atlantic, and US West restricting interconnector equipment to the specific items listed in the tariffs are unduly restrictive and unnecessary. Ad Hoc and Teleport request that these tariffs be revised to comply with the Expanded Interconnection Order and permit all central office equipment that can be used to terminate basic transmission facilities.[218]

93. Bell Atlantic replies that the equipment restrictions in its tariff are consistent with the Expanded Interconnection Order's requirement that only transmission equipment

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[214] Expanded Interconnection Order, 7 FCC Rcd at 7411.

[215] Id. n.210.

[216] USTA raises this issue in its petition for reconsideration of the Expanded Interconnection Order. MFS opposes USTA's position.

[217] MFS Petition at 39. See also Teleport Petition at App. A Item 31.

[218] Ad Hoc Petition at 35; Teleport Petition at App. A Item 31.

used to terminate DS1 and DS3 special access services may be collocated.[219] Bell Atlantic contends that Teleport's proposal would allow additional types of equipment and is therefore inconsistent with the Expanded Interconnection Order. Bell Atlantic states that its tariff permits "DACS" equipment to be collocated because DACS is merely a particular brand of optical line multiplexing equipment.[220] NYNEX replies that its tariff permits interconnectors to locate within its central offices their central office transmission equipment, i.e., OLTMs, central office multiplexers, digital cross-connect systems, repeaters, and ancillary equipment. NYNEX contends that these restrictions are consistent with the requirements of the Expanded Interconnection Order, which limits collocated interconnector equipment to that "needed to terminate basic transmission facilities."[221]

94. BellSouth also responds to concerns about the type of transmission equipment an interconnector could place in its collocation space.[222] BellSouth claims Teleport's proposed tariff language is overly broad as it would encompass enhanced service equipment and switching equipment that it asserts was specifically excluded by the Expanded Interconnection Order. However, BellSouth asserts it is willing to modify its tariff to state that the equipment Teleport enumerates is an example of the type of equipment that may be collocated.[223]

95. Pacific defends the list of equipment it will allow interconnectors to place on its premises as following precisely the requirements of the Expanded Interconnection Order.[224] Similarly, GTE argues that termination equipment, including digital access and cross-connect systems, is permitted to be collocated under the terms of GTE's tariff.[225] Ameritech asserts that the restriction in its tariff limiting interconnectors from placing certain types of terminating equipment inside the central office is mirrored in the Expanded Interconnection Order.[226] It contends that the issue is under consideration in

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219 Bell Atlantic Reply at App. A Item 14 (citing Expanded Interconnection Order, 7 FCC Rcd at ¶ 93).

220 Bell Atlantic Reply at App. A Item 14.

221 NYNEX Reply at 28 (quoting Expanded Interconnection Order, 7 FCC Rcd at ¶ 93).

222 BellSouth Reply at 34-35.

223 BellSouth Reply at 35.

224 Pacific Reply at 44-45 (basic transmission facilities, including optical terminating equipment and multiplexers are allowed).

225 GTE Reply at 3-4.

226 Ameritech Reply at 35 (citing Expanded Interconnection Order, 7 FCC Rcd at 7413-14).

the Phase II interconnection docket.[227]

96. US West claims its interconnection standard is intended only to enable it to prevent harm to its network from non-standard equipment. US West is willing to amend its tariff to indicate that it will exercise its standard-setting discretion "reasonably."[228] US West asserts that its tariff language requiring identification of equipment is completely consistent with the Expanded Interconnection Order, and that Teleport's proposed language is too vague to be used as an equipment definition.[229]

97. Discussion. The Expanded Interconnection Order requires that LECs permit interconnectors to place, or designate for placement, central office equipment needed to terminate basic transmission facilities, including optical terminating equipment and multiplexers. The Expanded Interconnection Order does not require LECs to permit in their central offices other types of equipment unrelated to the competitive provisions of basic transmission services (such as enhanced services or customer premises equipment).[230] Most LECs have filed tariff revisions eliminating their initial equipment restrictions and instead using the broader language of the Expanded Interconnection Order summarized above. US West and Bell Atlantic, however, have not done so, and continue to limit too narrowly the types of equipment that can be collocated in their central offices. These LECs' provisions, therefore, violate the requirements of the Expanded Interconnection Order. Accordingly, Bell Atlantic, US West, and any other LEC having similar provisions restricting collocated equipment are required to delete such provisions from their tariffs and replace them with provisions using the broader language in the Expanded Interconnection Order.

IV. ORDERING CLAUSES

98. Accordingly, IT IS ORDERED that the local exchange carriers listed in Appendix A SHALL FILE tariff revisions on June 14, 1993, to become effective on not less than one day's notice, in order to advance the effective dates of the tariff revisions filed under the captioned transmittals to June 15, 1993.

99. IT IS FURTHER ORDERED that, pursuant to Section 204(a) of the Communications Act of 1934, 47 U.S.C. § 204(a), and Section 0.291 of the Commission's Rules, 47 C.F.R. § 0.291, the tariff revisions filed under the captioned transmittals ARE SUSPENDED IN PART. The entire rate IS SUSPENDED for one day, and for the remainder of the 5-month suspension period the part of the rate that exceeds the levels justified by the present record, pursuant to Appendices C and D, IS SUSPENDED for five months. The local exchange carriers listed in Appendix C are

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[227] Expanded Interconnection with Local Telephone Companies Facility, Second Notice of Proposed Rulemaking, CC Docket No. 91-141 - Transport Phase II, 7 FCC Rcd 7740 (1992).

[228] US West Reply at 69-70.

[229] Id. at 78-79 (quoting Expanded Interconnection Order, 7 FCC Rcd at 7413).

[230] Expanded Interconnection Order, 7 FCC Rcd at 7413.

ordered to issue tariff revisions in compliance with this Order, reflecting reductions and employing the Rate Adjustment Factors, where warranted, no later than June 14, 1993, with a scheduled effective date of June 16, 1993. The local exchange carriers listed in Appendix A are ordered to issue tariff revisions in compliance with this Order reflecting the GSF reductions ordered in the GSF Order, using the method described in Appendix D to calculate and apply new Rate Adjustment Factors reflecting the GSF reallocation, no later than July 16, 1993, to become effective on 5 days' notice.

100. IT IS FURTHER ORDERED that, pursuant to Sections 4(i), 204(a), 205(a) and 403 of the Communications Act of 1934, 47 U.S.C. §§ 154(i), 204(a), 205(a) and 403, an investigation IS INSTITUTED into the lawfulness of the tariff revisions filed under the captioned transmittals.

101. IT IS FURTHER ORDERED that any related transmittals filed on June 14, 1993, and July 16, 1993, are subject to this investigation.

102. IT IS FURTHER ORDERED that, pursuant to Sections 4(i) and 204(a) of the Communications Act, 47 U.S.C., 47 U.S.C. §§ 154(i) and 204(a) and Section 0.291 of the Commission's Rules, 47 C.F.R. § 0.291, the local exchange carriers filing the captioned transmittals and any subsequent related transmittals SHALL KEEP ACCURATE ACCOUNT of all earnings, costs, and returns associated with the rates that are the subject of this investigation, and of all amounts paid thereunder and by whom such amounts are paid.

103. IT IS FURTHER ORDERED that, pursuant to Section 204(a) of the Communications Act of 1934, 47 U.S.C. § 204(a), and Section 0.291 of the Commission's Rules, 47 C.F.R. § 0.291, the local exchange carriers listed in the caption SHALL FILE tariff revisions reflecting this suspension no later than June 14, 1993.

104. IT IS FURTHER ORDERED that the tariff revisions filed by GTE Telephone Operating Companies and the GTE System Telephone Companies and any other local exchange carrier which permit the local exchange carrier to exempt itself from physical collocation, for state policy reasons, on an ongoing basis, without requesting exemption from, or being granted exemption by, the Commission, ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, deleting such provisions from their tariffs.

105. IT IS FURTHER ORDERED that the tariff revisions filed by Lincoln Telephone & Telegraph Company, Centel Telephone Company, Bell Atlantic Telephone Companies, US West Communications, Inc., and any other local exchange carrier that propose physical collocation rate elements on an ICB basis ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions no later than July 16, 1993, to become effective on 5 days' notice, deleting references to such ICB charges from their physical collocation tariffs and instead specifying rates or time and materials charges for those rate elements.

106. IT IS FURTHER ORDERED that Pacific Bell SHALL FILE tariff revisions no later than July 16, 1993, to become effective on 5 days' notice, offering virtual

collocation to the same extent that it has tariffed physical collocation. Pursuant to the Expanded Interconnection Order, Pacific's virtual tariff SHALL SPECIFY all rates, terms, and conditions, and must not contain any reference to ICB pricing, except for the equipment dedicated to the virtual collocator.

107. IT IS FURTHER ORDERED that the tariff revisions filed by Bell Atlantic Telephone Companies and US West Communications, Inc. which provide for ICB pricing for virtual collocation, except for the equipment dedicated to the virtual collocator, ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions on July 16, 1993, to become effective on 5 days' notice, deleting any references to ICB pricing in their virtual collocation tariffs, with the exception of the equipment dedicated to the virtual collocator, and replacing them with specific rates or time and materials charges.

108. IT IS FURTHER ORDERED that the tariff revisions filed by US West Communications, Inc. which condition the provision of virtual collocation on the availability of space and facilities ARE UNLAWFUL and US West Communications, Inc. SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, deleting from its virtual collocation tariff the provisions conditioning its offering of virtual collocation on the availability of space and facilities.

109. IT IS FURTHER ORDERED that, pursuant to Section 0.291, the Common Carrier Bureau, on its own motion, GRANTS a blanket waiver of Paragraph 98 of the Expanded Interconnection Order to the extent necessary to permit all local exchange companies to tariff microwave collocation as an ICB offering, pending reconsideration of the Expanded Interconnection Order.

110. IT IS FURTHER ORDERED that any local exchange carrier that has not yet done so SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, tariffing an offer to provide microwave interconnection where reasonably feasible upon bona fide request, and to tariff any individually negotiated agreements and make them generally available.

111. IT IS FURTHER ORDERED that the tariff revisions filed by US West Communications, Inc., NYNEX Telephone Companies, Bell Atlantic Telephone Companies, and Ameritech Operating Companies which propose to prohibit physical and/or virtual collocation in leased offices or to condition the availability of physical and/or virtual collocation upon landlord approval ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, deleting from their collocation tariffs any provisions prohibiting physical and/or virtual collocation in leased offices or conditioning the availability of physical and/or virtual collocation upon landlord approval.

112. IT IS FURTHER ORDERED that the tariff revisions filed by United Telephone Companies, Centel Telephone Company, US West Communications, Inc., and any other local exchange carriers that propose to reference outside agreements in their tariffs ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, deleting from their collocation tariffs any references to outside agreements.

113. IT IS FURTHER ORDERED that, pursuant to Section 0.291, the Common Carrier Bureau, on its own motion, GRANTS a blanket waiver of Paragraph 89 of the Expanded Interconnection Order to the extent necessary to permit all LECs to provide only one entry point to an interconnector where the LEC has two or more entry points for itself, and all but one are at capacity, pending reconsideration of the Expanded Interconnection Order.

114. IT IS FURTHER ORDERED that the tariff revisions filed by Bell Atlantic Telephone Companies, US West Communications, Inc., and any other local exchange carrier that propose to restrict the type of equipment an interconnector may collocate more narrowly than permitted by the Expanded Interconnection Order ARE UNLAWFUL and these local exchange carriers SHALL FILE tariff revisions on June 14, 1993, to become effective on June 16, 1993, deleting such provisions from their collocation tariffs and replacing them with the broader language dealing with equipment restrictions in the Expanded Interconnection Order.

115. IT IS FURTHER ORDERED that the motions to accept late-filed pleadings filed by the Public Utilities Commission of Ohio and MFS Communications Company, Inc. ARE GRANTED.

116. IT IS FURTHER ORDERED that, for the above purposes, Sections 61.56, 61.58 and 61.59 of the Commission's Rules, 47 C.F.R. §§ 61.56, 61.58 and 61.59, ARE WAIVED and Special Permission No. 93-466 is assigned.

117. IT IS FURTHER ORDERED that the petitions for rejection or suspension and investigation of the captioned tariffs filed by the petitioners listed in Appendix B ARE GRANTED to the extent indicated.

FEDERAL COMMUNICATIONS COMMISSION

Kathleen B. Levitz

Kathleen B. Levitz
Acting Chief
Common Carrier Bureau

APPENDIX A

LECs Filing Expanded Interconnection Tariffs[231]

Ameritech Operating Companies (Ameritech)
Bell Atlantic Telephone Companies (Bell Atlantic)
BellSouth Telecommunications Inc. (BellSouth)
Centel Telephone Company (Centel)
Cincinnati Bell Telephone Company (CBT)
GTE System Telephone Companies (GSTC)*
GTE Telephone Operating Companies (GTOC)*
Lincoln Telephone and Telegraph Co. (Lincoln)
Nevada Bell (Nevada)
NYNEX Telephone Companies (NYNEX)
Pacific Bell (Pacific)
Rochester Telephone Corporation (Rochester)
Southern New England Telephone Co. (SNET)
Southwestern Bell Telephone Company (SWB)
United Telephone Companies (United)
US West Communications, Inc. (US West)

*GTOC and GSTC are also referred to collectively as GTE.

[231] Each LEC listed also filed an opposition to the petition(s) to reject or suspend and investigate filed against it.

APPENDIX B

Parties Filing Petitions to Reject or Suspend and Investigate and the LECs Against Which They Filed

Ad Hoc Telecommunications Users Committee (Ad Hoc)
(Ameritech, Bell Atlantic, BellSouth, Centel, CBT, GTOC, Nevada, NYNEX, Pacific, Rochester, SWB, US West)

Association for Local Telecommunications Services (ALTS)
(Ameritech, Bell Atlantic, BellSouth, Centel, GTOC, NYNEX, Pacific, SWB, US West)

MCI Communications Corporation (MCI)
(Ameritech, Bell Atlantic, BellSouth, Centel, CBT, GSTC, GTOC, Lincoln, Nevada, NYNEX, Pacific, Rochester, SWB, United, US West)

MFS Communications Company, Inc. (MFS)
(Ameritech, Bell Atlantic, BellSouth, Centel, GTOC, NYNEX, Pacific, SWB, US West)

Penn Access Corporation (PAC)
(Bell Atlantic)

Public Utilities Commission of Ohio (PUCO)
(Ameritech, CBT, GTOC, United)

Sprint Communications Company L.P. (Sprint)
(Ameritech, Bell Atlantic, BellSouth, CBT, GTOC, NYNEX, Pacific, SWB, US West)

Teleport Communications Group, Inc. (Teleport)
(Ameritech, Bell Atlantic, BellSouth, GTOC, Pacific, SWB, US West)

Teleport Denver Ltd. (TDL)
(US West)

Wiltel, Inc. (WilTel)
(Ameritech, BellSouth, NYNEX, Pacific, SWB, US West)

Wiltel, Inc. (WilTel)
(Bell Atlantic)

APPENDIX C

Rate Allowances

RATE ADJUSTMENT FACTORS (RAFS)

Summary of Overhead and Direct Cost RAFs

AMERITECH

EI RATE ELEMENTS		RAF
Physical		
CO FLOOR SPACE RENTAL PER 100 SQ FT		98.86%
CENTRAL OFFICE BUILDOUT	NRC	90.85%
Virtual		
7' EQUIP BAY W/AT&T DDM 1000 FUSE PANEL		98.04%
DS–3 MULDEM (AKM3)		95.82%
DS–3 MULDEM (AKM3)		95.82%

BELL ATLANTIC

EI RATE ELEMENTS	RAF
CROSS–CONNECT DS1– –PHYSICAL & VIRTUAL	63.19%
CROSS–CONNECT DS3– –PHYSICAL & VIRTUAL	71.89%
CONNECTION SERVICE DS1– –PHYSICAL	69.65%
CONNECTION SERVICE DS3– –PHYSICAL	70.42%
CONNECTION SERVICE DS1– –VIRTUAL	32.67%
CONNECTION SERVICE DS3– –VIRTUAL	30.31%
CABLE SUPPORT– –PHYSICAL	77.26%
CABLE SUPPORT– –VIRTUAL	71.88%
OCCUPANCY FEE PER SQ FT	63.66%
POWER– –DC (AC INCLUDED)	87.54%

BELLSOUTH

EI RATE ELEMENTS		RAF
CROSS–CONNECT DS1		95.20%
CROSS–CONNECT DS3		97.36%
INTERCONNECTION FLOOR SPACE– –100 SQ FT		53.04%
OPTIONAL DC POWER– –PER MODULE		94.69%
OPTIONAL BACK UP AC POWER – –PER MODULE		94.55%
SPACE CONSTRUCTION	NRC	70.07%

NYNEX

EI RATE ELEMENTS	RAF
CROSS-CONNECT DS1	95.73%
CROSS-CONNECT DS3	95.79%
CABLE SUPPORT--VAR	95.65%
DC POWER	95.77%

PACIFIC

[THERE ARE NO RAFs FOR PACIFIC]

NEVADA

EI RATE ELEMENTS	RAF
CROSS-CONNECT DS3	98.89%

SOUTHWESTERN

EI RATE ELEMENTS	RAF
CONDUIT	49.40%
DC TRANSMISSION POWER	72.23%
DS1 INTERCONNECTION CROSS-CONNECT	67.86%
DS3 INTERCONNECTION CROSS-CONNECT	43.37%

US WEST

EI RATE ELEMENTS	RAF
CROSS-CONNECT DS1	84.48%
CROSS-CONNECT DS3	84.58%
ENTRANCE STRUCTURE-PER FT, PER INNERDUCT	87.78%

CENTEL FLORIDA

EI RATE ELEMENTS	RAF
FLOOR SPACE PER SQ FT --ALL OFFICES	90.37%

CENTEL ILLINOIS

EI RATE ELEMENTS	RAF
TRANSMITTER/RECEIVER & FLOOR SPACE/SQ FT	
--DES PLAINES	89.02%

CENTEL NORTH CAROLINA

EI RATE ELEMENTS	RAF
FLOOR SPACE PER SQ FT --ASHEBORO	95.82%
--HICKORY MAIN	98.24%
--SPRING ROAD	92.80%
--MT AIRY	94.59%
--NO. WILKESBORO	94.58%

CENTEL NEVADA

EI RATE ELEMENTS	RAF
FLOOR SPACE PER SQ FT --NORTH 2	85.95%
--NORTH 3	88.98%
--NORTH 5	91.16%
--WEST 8	90.11%
--MAIN	87.40%

CENTEL VIRGINIA

EI RATE ELEMENTS	RAF
FLOOR SPACE PER SQ FT --CHARLOTT. MAIN	95.77%
--CHARLOTT. NO.	92.11%
--FRONT ROYAL	94.55%
--LEXINGTON	92.44%
--MARTINSVILLE	95.90%
--ROCKY MT	95.46%

CINCINNATI BELL

EI RATE ELEMENTS	RAF
CROSS-CONNECT DS1	89.78%
CROSS-CONNECT DS3	89.74%
PARTITIONED SPACE PER SQ FT GROUP I	95.16%
GROUP II	92.54%
GROUP III	92.53%
RISER CABLE SPACE GROUP I	89.73%
GROUP II	89.74%
GROUP III	89.74%
CONDUIT PER DUCT FOOT	76.63%
DC POWER GROUP I	91.01%
GROUP II	91.19%
GROUP III	91.24%

CONTEL ILLINOIS

EI RATE ELEMENTS	RAF
PARTITION SPACE --FREEPORT	84.95%
--OREGON	85.07%
BUILDING MODIFICATION-SIMPLE NRC	78.65%
BUILDING MODIFICATION-MODERATE NRC	78.65%
CABLE SPACE --FREEPORT	90.84%
--OREGON	90.57%